

REMARKS

Applicant respectfully requests reconsideration of the present application in view of the foregoing amendments and in view of the reasons that follow.

Claims 1, 21, 22, 24, and 26 are currently being amended.

This amendment adds, changes and/or deletes claims in this application. A detailed listing of all claims that are, or were, in the application, irrespective of whether the claim(s) remain under examination in the application, is presented, with an appropriate defined status identifier.

After amending the claims as set forth above, claims 1-39 are now pending in this application.

Applicant wishes to thank the Examiner for indicating claims 2, 23, 25, and 30 as having allowable subject matter. However, Applicant respectfully maintains that these claims are allowable in their original/previosuly presented form, for the reasons set forth below.

The Examiner objected to claims 1-35 in the November 28, 2006 Official Action for containing various informalities. In response to the Examiner's position that the phrase "a requirement for the payment to be made for..." should be changed, Applicant has amended the phrase in each applicable claim in accordance with the Examiner's suggestion for clarification and consistency purposes.

As to the Examiner's objection to claims 21 and 24, Applicant has also made appropriate amendments in accordance with certain ones of the Examiner's suggestions for clarification and consistency purposes. However, Applicant respectfully submits that to change the phrase "that the user be authorized" to "that the user is authorized" would indicate that the user is already authorized. This is not correct as authorization is being requested for the user. In addition, the Examiner has requested that Applicant amend the phrase "requirement for the payment to be made for" to "requiring a payment." However, the Examiner already suggested, as described above, that for claims 1-35, the phrase should be amended to "requesting to make the payment for." Therefore, Applicant, in the interests of

consistency, has amended this phrase in the manner initially suggested by the Examiner. It should be noted that in amending the phrase “which is connectable” to “connected,” Applicant is not insinuating that any of the first, second, and/or packet data networks must be connected at all times, but merely when the processes described in claims 21 and 24 are undertaken.

With regard to the Examiner’s suggestion that the “first network” be replaced by “user’s wireless home network,” the “second network” be replaced by “roaming wireless network,” and “packet data network with “internet” or “TCP/IP network,” Applicant respectfully submits that the first, second, and packet data networks are sufficiently distinct and clear as presently claimed. If the Examiner still takes issue with this claim language, he is encouraged to contact the undersigned to further discuss.

In the outstanding Official Action of November 28, 2006, the Examiner rejected claims 1, 3, 5-10, 13-15, 17, 18, 21, 22, 24, 26-29, 32, 34, and 35 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,577,643 (Rai et al.), and U.S. Patent No. 6,036,090 (Rahman et al.), and further in view of U.S. Patent No. 5,729,537 (Billstrom). Claims 4, 11, 12, 16, 19, 20, and 31-33 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,577,643 (Rai et al.), in view of U.S. Patent No. 6,036,090 (Rahman et al.), and U.S. Patent No. 5,729,537 (Billstrom), and further in view of U.S. Patent No. 5,930,777 (Barber).

Section 707.07(f) of the MPEP states that “[W]here the applicant traverses any rejection, the examiner should, if he or she repeats the rejection, take note of the applicant’s argument and answer the substance of it.” (emphasis added). In this instance, however, although the Examiner indicated that he had fully considered all of Applicant’s previously recited arguments including those included in Applicant’s Appeal Brief of September 11, 2006, no further discussion, explanation, or rebuttal was provided in response to Applicant’s arguments. Instead, the Examiner has merely copied, word-for-word, his earlier rejection of June 30, 2005 (to which the Appeal Brief of September 11, 2006 was written as a response) with the exception of claims 2, 23, 25, and 30, as noted above. Therefore, Applicant respectfully submits that the outstanding Official Action is improper as to claims 1, 3, 4, 5-

12, 13-22, 24, 26-29, and 31-35 in that it is unresponsive to Applicant's arguments and in violation of Section 707(f) of the MPEP.

Because the Examiner has failed to answer each of the Applicant's arguments, Applicant incorporates, verbatim, each of the arguments presented in the past two responses, which provide detailed reasons that distinguish the present application from each of the prior art references, alone and in combination with each other. For example, Applicant has previously argued that regarding claims 1, 21, 26, and 27, the Examiner has failed to cite any reference or any combination of references that teach a method of obtaining connection by a user through a first network and through a second network to a packet data network, the connection to the packet data network being effected through the second network, with the connection being paid for by the first network making payment to the second network. Furthermore, the Examiner has failed to cite any reference or any combination of references that teach a payment method, wherein a requirement for the payment is the result of communications which first originate with the user request to the first network, and wherein the user is anonymous and there is no roaming agreement or contract with the packet data network.

In particular, Applicant previously argued that in light of the Examiner's interpretation of Rai et al., a user would communicate first with a second network, and that a connection from the end system 60 to ISP network 74 is made through a home wireless service provider 70 and subsequently through the foreign wireless service provider 62. In contrast, claims 1, 21, 26, and 27 of the present application require that a user is authorized for connection to the packet data network through only the second network, so that the only time the user communicates with the first network is before the user has roamed into the second network and is requesting authorization. (*See, e.g.*, Figure 1). In addition, Applicant has previously cited to column 8, lines 41-47 of Rai et al., where it is explicitly stated that the home wireless service provider 70 and the foreign wireless service provider 62 must have a roaming or service agreement. In direct contrast, each of the independent claims of the present application require that a user is anonymous and that there is no roaming agreement or contract with the packet data network for the user to obtain a connection thereto.

In addition, Applicant previously argued that Rai et al. teaches nothing remotely related to or suggesting the use of service units, of which a certain number are purchased, stored, and debited according to a users use of the packet data network. Rai et al. merely teaches various general accounting aspects and not any actual debiting. (*See, e.g.*, column 27, line 44–column 30, line 46).

Furthermore, neither Rahman et al. nor Billstrom cure the deficiencies of Rai et al. For example, Applicant previously argued that Rahman et al. does not teach or even suggest interacting with a first or home network because the prepayment clearing house 38 described in Rahman et al. is merely indicative of an independent payment authorization entity. (*See, e.g.*, Figure 2, column 3, line 49–column 4, line 53 of Rahman et al.). Billstrom, like Rahman et al. is concerned with, at best, two networks, where a group identifier is assigned to all mobile stations 12 that are a part of that group. Therefore, the specific identity of any one mobile subscriber 12 is hidden, with access to an external data network 108 being given pursuant to the group identifier (IMGI) instead of a mobile subscriber identifier (IMSI) unique to each mobile subscriber 12. (*See, e.g.*, column 5, lines 9–34, column 5, line 66 – column 6, line 10, column 7, line 17–column 8, line 54 of Billstrom). In contrast, the method of achieving anonymity disclosed in claims 1, 21, 22, 24, and 26, which provide anonymity by virtue of the fact that the user only requests authorization from the first network, while the second network generates and transmits the authentication information required for authorization, is completely different. Moreover, in Billstrom, some type of roaming agreement or restrictive contract is still required. (*See, e.g.*, column 10, lines 34–45, column 11, lines 28–33).

In Applicant’s previously filed Appeal Brief, Applicant indicated to the Examiner that he had referenced U.S. Patent No. 6,047,179 (Kirby) in the rejection of claims 4, 31, and 33, without citing Kirby in the Official Action of June 30, 2005. However, in parroting this earlier rejection, the Examiner has still not corrected this issue. Regardless, Applicant argued that although a debiting service may be taught by Kirby, at best only two networks are contemplated, not three as in claims 1, 21, 22, 24, and 26. Moreover, although Kirby uses the term “debit unit,” this debit unit refers to an actual cellular telephone or similar device using a prepaid telecommunications service which is old and well known in the relevant art. (*See,*

e.g., column 10, lines 46–55, column 11, line 48 – column 12, line 39). Again, this debit unit taught by Kirby is not analogous to the claimed service unit, which as already discussed above, refers not to a physical device, but to a specified quantity of communications. Furthermore, Kirby teaches the same standard pre-paid service method as that described in Rahman et al., in that a debit unit 80c must already be registered in a visited network 60 in order for it to receive service. Therefore, some roaming agreement or contract is still needed, which is not the case with the present invention.

As to Barber, Applicant indicated previously that the Examiner's reference to column 30, lines 45-56 of Barber was non-existent. Yet the Examiner, in parroting his previous language, maintained the rejection including his erroneous citation. Regardless, Barber does not cure the deficiencies of any of the previously discussed prior art as already asserted by Applicant. Barber is drawn to a method for charging a consumer for access over a single network to a vendor's information based upon a third party which is referred to as a banker. (*See, e.g.*, column 5, lines 6–23, Abstract). Clearly, the banker is not a second network and is in essence merely an entity which mints tokens which permit the purchasing of access to a vendor-particular Web Page via the Internet or similar network. As Barber clearly does not teach the use of service units let alone encoding each service unit with a different random number, it does not cure the deficiencies of any of the above-discussed prior art references.

In summary, because neither Rai et al., Rahman et al., nor Billstrom teach all of the required limitations of independent claims 1, 21, 22, 24, and 26 of the present application, either alone, or in combination with each other, Applicant submits that each of independent claims 1, 21, 22, 24, and 26 are patentable over this prior art. Furthermore, because dependent claims 2-20, 23, 25, and 27-35 are each directly or indirectly dependent upon independent claims 1, 21, 22, 24, and 26, Applicant submits that each of these claims is allowable for at least the same reasons. In addition neither Kirby nor Barber, either alone or in combination with each other teach all of the required limitations of dependent claims 4, 11, 12, 16, 19, 20, and 31-33. Therefore, Applicant submits that these claims are also allowable for this reasons over the cited prior art.

Applicant believes that the present application is now in condition for allowance.  
Favorable reconsideration of the application as amended is respectfully requested.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 50-0872. Should no proper payment be enclosed herewith, as by a check or credit card payment form being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 50-0872. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 50-0872.

Respectfully submitted,

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